



Texas Department of Transportation

125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | WWW.TXDOT.GOV

July 16, 2019

SALINAS CONSTRUCTION TECHNOLOGIES, LTD.
3734 FM 3006
PLEASANTON, TX 78064
SCTLTD@YAHOO.COM

Contract Number: 05193023
Control: 005315024
Project: STP 2018(628)HES
Highway: FM 608
County: NOLAN

Subject: AUTHORIZATION TO BEGIN WORK

We are forwarding today one copy of the fully executed Contract as shown above. You are authorized to begin construction in accordance with the provisions of said contract.

Time for completion of the contract will be computed in accordance with Item 8.

Your proposal check is being returned according to your instructions or your proposal bid bond is released from further liability.

Please direct any questions to the CST Construction Section - Letting Branch at (512) 416-2590.

Sincerely,

Duane S. Milligan, P.E.
Deputy Director, Construction Division

cc: Abilene District Construction

BONDED BY:

NATIONWIDE MUTUAL INSURANCE COMPANY
BOND NO. SUU4010288

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

CONTRACT NO. 05193023

CONTROL 0053-15-024 ETC.

PROJECT STP 2018(628)HES

HIGHWAY FM 608 ETC.

COUNTY NOLAN ETC.

CONTRACT

between

STATE OF TEXAS

and

SALINAS CONSTRUCTION TECHNOLOGIES, LTD.

for

CONSTRUCTION OF 8.116 MILES

of

FM 608 ETC.

in

NOLAN ETC. COUNTY

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THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

CONTRACT NO.	05193023
CONTROL	0053-15-024 ETC.
PROJECT	STP 2018(628)HES
HIGHWAY	FM 608 ETC.
COUNTY	NOLAN ETC.

CONSTRUCTION CONTRACT

This agreement is made by and between the State of Texas, represented by the Executive Director, Texas Department of Transportation, party of the first part, and **SALINAS CONSTRUCTION TECHNOLOGIES, LTD.**, its executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the State desires to enter into a contract for the highway improvement as shown and described in the plans, specifications and special provisions included or referenced herein or as far as the money available will construct in accordance with the provisions of the State Statutes, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included or referenced specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at its own proper cost and expense, all the work necessary for the highway improvement as shown and described in the plans and in accordance with the provisions of the referenced specifications and special provisions which are a part of this contract.

The work to be performed under this contract shall be completed in **253 WORKING** days.

And the State in consideration of the full and true performance of said work by the Contractor hereby agrees and binds itself to pay to the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The State limits its obligation hereunder to the funds available.

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PROJECT: STP 2018(628)HES , ETC.
COUNTY : NOLAN

CCSJ BIDDER DATE DIV JOB
005315024 2 5 19 45 23

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
100	6002		PREPARING ROW STA	429.000	850.000	364,650.00
104	6017		REMOVING CONC (DRIVEWAYS) SY	78.000	50.000	3,900.00
110	6001		EXCAVATION (ROADWAY) CY	6,583.000	18.250	120,139.75
132	6006		EMBANKMENT (FINAL) (DENS CONT) (TY C) CY	2,606.000	13.500	35,181.00
134	6002		BACKFILL (TY B) STA	429.000	225.000	96,525.00
164	6034		DRILL SEEDING (PERM) (RURAL) (SANDY) AC	8.000	1,640.000	13,120.00
168	6001		VEGETATIVE WATERING MG	447.000	48.000	21,456.00
247	6053	003	FL BS (CMP IN PLC) (TYD GR1-2) (FNAL POS) CY	7,711.000	68.000	524,348.00
251	6063		RWRK BS MTL (TY C) (6") (DEN CNT) (ORG POS) CY	13,329.000	27.000	359,883.00
310	6005		PRIME COAT (AE-P) GAL	19,046.000	4.750	90,468.50
316	6001		ASPH (MULTI OPTION) GAL	34,282.000	4.350	149,126.70
316	6017		ASPH (AC-20-5TR) GAL	47,995.000	4.550	218,377.25
316	6222		AGGR (TY-PB GR-3 SAC-B) CY	726.000	170.000	123,420.00
316	6224		AGGR (TY-PB GR-4 SAC-B) CY	1,159.000	158.000	183,122.00
344	6169	001	SUPERPAV MIX SP-D SAC-B PG70-22 (LEV-UP) TON	1,779.000	135.000	240,165.00
351	6002		FLEXIBLE PAVEMENT STRUCTURE REPAIR (6") SY	3,332.000	52.000	173,264.00
432	6001		RIPRAP (CONC) (4 IN) CY	2.000	2,500.000	5,000.00
460	6002		CMP (GAL STL 18 IN) LF	134.000	58.000	7,772.00
460	6003		CMP (GAL STL 24 IN) LF	15.000	125.000	1,875.00
460	6005		CMP (GAL STL 36 IN) LF	2.000	400.000	800.00

PROJECT: STP 2018(628)HES , ETC.
COUNTY : NOLAN

CCSJ BIDDER DATE DIV JOB
005315024 2 5 19 45 23

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT APPROX. QUANT.	UNIT BID PRICE	EXTENSION
467	6344		SET (TY II) (18 IN) (CMP) (3: 1) (P) EA 2.000	1,025.000	2,050.00
467	6346		SET (TY II) (18 IN) (CMP) (4: 1) (P) EA 6.000	1,100.000	6,600.00
467	6377		SET (TY II) (24 IN) (CMP) (4: 1) (C) EA 6.000	1,350.000	8,100.00
467	6439		SET (TY II) (36 IN) (CMP) (3: 1) (C) EA 1.000	2,250.000	2,250.00
480	6001		CLEAN EXIST CULVERTS EA 16.000	3,800.000	60,800.00
496	6004		REMOV STR (SET) EA 13.000	450.000	5,850.00
496	6007		REMOV STR (PIPE) LF 132.000	15.000	1,980.00
500	6001		MOBILIZATION LS 1.000	558,977.230	558,977.23
502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING MO 13.000	3,950.250	51,353.25
506	6038	004	TEMP SEDMT CONT FENCE (INSTALL) LF 13,813.000	3.130	43,234.69
506	6039	004	TEMP SEDMT CONT FENCE (REMOVE) LF 13,813.000	.890	12,293.57
506	6042	004	BIODEG EROSN CONT LOGS (INSTL) (18") LF 740.000	11.330	8,384.20
506	6043	004	BIODEG EROSN CONT LOGS (REMOVE) LF 740.000	2.000	1,480.00
530	6003		INTERSECTIONS (SURF TREAT) SY 227.000	52.000	11,804.00
530	6006		DRIVEWAYS (SURF TREAT) SY 7,819.000	38.000	297,122.00
530	6009		TURNOUTS (SURF TREAT) SY 160.000	52.000	8,320.00
530	6017		DRIVEWAYS (CONC) (HES) SY 96.000	180.000	17,280.00
560	6004		MAILBOX INSTALL-S (TWG-POST) TY 2 EA 5.000	288.000	1,440.00
560	6005		MAILBOX INSTALL-D (TWG-POST) TY 2 EA 2.000	374.000	748.00
560	6006		MAILBOX INSTALL-M (TWG-POST) TY 2 EA 1.000	489.000	489.00

PROJECT: STP 2018(628)HES , ETC.
COUNTY : NOLAN

CCSJ BIDDER DATE DIV JOB
005315024 2 5 19 45 23

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT APPROX. QUANT.	UNIT BID PRICE	EXTENSION
644	6001		IN SM RD SN SUP&AM TY10BWG(1)SA(P) EA 63.000	834.000	52,542.00
644	6004		IN SM RD SN SUP&AM TY10BWG(1)SA(T) EA 38.000	920.000	34,960.00
644	6007		IN SM RD SN SUP&AM TY10BWG(1)SA(U) EA 2.000	7,993.000	15,986.00
644	6076		REMOVE SM RD SN SUP&AM EA 92.000	115.000	10,580.00
658	6049		INSTL OM ASSM (OM-2Z) (FLX)GND(BI) EA 18.000	161.000	2,898.00
658	6060		REMOVE DELIN & OBJECT MARKER ASSMS EA 18.000	18.000	324.00
662	6004		WK ZN PAV MRK NON-REMOV (W)4" (SLD) LF 85,705.000	.250	21,426.25
662	6111		WK ZN PAV MRK SHT TERM (TAB)TY Y-2 EA 4,367.000	5.400	23,581.80
666	6048	007	REFL PAV MRK TY I (W)24" (SLD) (100MIL) LF 418.000	8.050	3,364.90
666	6342	007	REF PROF PAV MRK TY I (W)4" (SLD) (100MIL) LF 82,908.000	.770	63,839.16
666	6344	007	REF PROF PAV MRK TY I (Y)4" (BRK) (100MIL) LF 6,980.000	.890	6,212.20
666	6345	007	REF PROF PAV MRK TY I (Y)4" (SLD) (100MIL) LF 38,394.000	.770	29,563.38
668	6089		PREFAB PAV MRK TY C (W) (RR XING) EA 2.000	1,121.250	2,242.50
668	6092		PREFAB PAV MRK TY C (W) (36") (YLD TRI) EA 7.000	86.250	603.75
672	6009		REFL PAV MRKR TY II-A-A EA 899.000	4.600	4,135.40
6001	6002		PORTABLE CHANGEABLE MESSAGE SIGN EA 2.000	23,400.000	46,800.00
6056	6002		PREFORMED CENTERLINE RUMBLE STRIP LF 2,290.000	6.900	15,801.00
6185	6002	001	TMA (STATIONARY) DAY 239.000	230.000	54,970.00
6185	6005	001	TMA (MOBILE OPERATION) DAY 44.000	800.000	35,200.00
6307	6003		TEMP SPEED MONITOR SYS EA 2.000	1,800.000	3,600.00
TOTAL					4,261,779.48

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CONTRACT NO. 05193023
COUNTY NOLAN ETC.

The Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The contractor agrees that any payments owing under this contract will be applied towards the debt or delinquent taxes owed to the state until the debt or delinquent taxes are paid in full.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the performance of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

STATE OF TEXAS
Party of the First Part

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

By

Date


GINA E. GALLEGOS, P.E., DIRECTOR, CONSTRUCTION DIVISION

7/16/19

CARLOS J. RODRIGUEZ, P.E., DIRECTOR, CONSTRUCTION SECTION

(Typed, Printed or Stamped Name and Title)

RECOMMENDED FOR EXECUTION:



CONTRACTOR
Party of the Second Part

SALINAS CONSTRUCTION TECHNOLOGIES, LTD.

By:

(Title)

6/3/19

(Date)

By:

(Title)

(Date)

By:

(Title)

(Date)

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CARLOS J. RODRIGUEZ, P.E., DIRECTOR, CONSTRUCTION SECTION

PERFORMANCE BOND

CONTRACT NO. 05193023

COUNTY NOLAN ETC.

BOND NO. SWN 4010288

KNOW ALL PERSONS BY THESE PRESENTS:

That we **SALINAS CONSTRUCTION TECHNOLOGIES, LTD.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with a sum not greater than **four million two hundred sixty-one thousand seven hundred seventy-nine and 48/100 Dollars** (\$4,261,779.48), lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said principal is required before commencing the work provided for in said contract to execute a bond in the amount of said contract.

Now, therefore, the condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and contract documents as provided in said contract aforesaid, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of the **Principal's** default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract or to the work or to the Specifications, unless otherwise specified in the contract.

WITNESS our hand this, 5th day of June, 2019.

SALINAS CONSTRUCTION TECHNOLOGIES, LTD.

CONTRACTOR
*By: _____
(Title)

CONTRACTOR
*By: _____
(Title)

Nationwide Mutual Insurance Company
SURETY (Print Firm Name and Seal)

*By: _____
JEREMY FARQUE (Title) Attorney In Fact

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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PAYMENT BOND

CONTRACT NO. 05193023

COUNTY NOLAN ETC.

BOND NO. SWW4010288

KNOW ALL PERSONS BY THESE PRESENTS:

That we **SALINAS CONSTRUCTION TECHNOLOGIES, LTD.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with an amount no greater than **four million two hundred sixty-one thousand seven hundred seventy-nine and 48/100 Dollars (\$4,261,779.48)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said **Principal** is required before commencing the work provided for in said contract to execute a bond in the amount of said contract solely for the protection of all claimants, as defined by the Texas Government Code Title 10, Chapter 2253, or successor statutes, in the prosecution of the work provided for in said contract supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract, for the use of each such claimant.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **Surety(s)** being hereby waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

WITNESS our hand this, 5th day of June, 2019.

SALINAS CONSTRUCTION TECHNOLOGIES, LTD.

CONTRACTOR
*By: [Signature]
(Title)

CONTRACTOR
*By: _____
(Title)

Nationwide Mutual Insurance Company
SURETY (Print Firm Name and Seal)

*By: [Signature] (Title) Attorney In Fact

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation hereinafter referred to as the "Company" and does hereby make, constitute and appoint:

Tom Mulanax, Michael Whorton, David Whorton, Rachel, Martinez, Pollyanna Lengel, Jeremy Farque, Noe Moreno

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May, 2017.


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS
Notary Public, State of New York
No. 02BA4656400
Qualified in New York County
Commission Expires April 30, 2019


Notary Public
My Commission Expires
April 30, 2019

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 5th day of June, 2019.


Assistant Secretary



On Your Side®

Nationwide Mutual Insurance Company

Home Office: Columbus, Ohio

Surety Administrative Office:

7 World Trade Center, 37th Floor

250 Greenwich Street

New York, NY 10007-0033

Surety Claim Notification

Claim notices should be sent via e-mail to FSReportALoss@freedomspecialtyins.com or via mail to the address above to the attention of the Surety Claims Manager. All other notices should be sent via e-mail to SuretyNotice@freedomspecialtyins.com or via mail to the address above to the attention of the Surety Underwriting Department.

Thank you for your cooperation.

Nationwide Mutual Insurance Company, Surety Department

